

StompGear Waiver, Release & Assumption of Risk Agreement

PLEASE READ CAREFULLY. THIS DOCUMENT LIMITS YOUR LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

This Waiver & Release Agreement (the “Agreement”) is between **StompGear Inc.** (“StompGear”), and each individual or entity using the StompGear platform as either:

- an **Owner** (listing and supplying equipment for rental), or
- a **Renter** (renting and using equipment through the platform).

By using the StompGear platform, creating a listing, or completing a booking, you acknowledge and agree to the following:

1. Assumption of Risks

- **Renters:** You acknowledge that outdoor activities and the use of recreational equipment involve many **inherent, obvious, and unforeseen risks, dangers, and hazards**, including but not limited to: equipment failure or defect; collisions; falls; terrain that is uncontrolled, unmarked, uninspected, or hazardous; extreme or rapidly changing weather; communicable disease (including COVID-19); rescue or medical delays; wildlife encounters; errors or omissions of other participants; and misuse by others. You freely and fully accept and assume all such risks, including the risk of personal injury, death, property damage, or loss.
- **Owners:** You acknowledge that providing equipment to others through the platform involves **risks and uncertainties**, including but not limited to: loss, damage, misuse, theft, non-return, liability claims, or improper operation by a Renter. You freely and fully accept and assume all such risks.
- **Minors and Third Parties:** If you, as a Renter, permit a minor or any other individual to use the equipment, you:
 - accept and assume all risks, dangers, and hazards associated with that person’s use;

- confirm that you have the authority to allow such use; and
- accept full responsibility for any resulting injury, death, property damage, or loss suffered by that person or caused by their use of the equipment.

2. StompGear's Limited Role

- StompGear is a **neutral platform provider only**. It does not own, supply, maintain, inspect, repair, service, or control any equipment listed on the platform. All rentals are made directly between Owners and Renters.
- StompGear is **not a party to, and bears no responsibility for, any rental contract** between Owners and Renters. StompGear does not supervise, manage, or guarantee any aspect of equipment use, including legal compliance, operator licensing, insurance coverage, or safety practices.
- StompGear makes **no warranties, conditions, or representations of any kind**, express or implied, including but not limited to:
 - the safety, quality, durability, condition, or fitness of the equipment;
 - the accuracy or completeness of any listing, description, or representation provided by an Owner or Renter; or
 - the legality, safety, suitability, or outcome of any activity undertaken with the equipment.
- StompGear has **no duty or responsibility** to verify the age, competence, authority, or qualifications of any person using the equipment, including minors permitted to use the equipment by a Renter.
- To the fullest extent permitted by law, StompGear shall **have no liability whatsoever** for any loss, damage, injury, death, dispute, delay, non-performance, misrepresentation, or failure of equipment, whether arising from actions or omissions of Owners, Renters, minors, third parties, or from use of the platform itself.

3. Release of Liability and Waiver of Claims

To the maximum extent permitted by law, **Owners and Renters each agree as follows:**

1. **To waive any and all claims** that you, your estate, or your next of kin have now or may in the future have against StompGear Inc., its directors, officers, employees, agents, contractors, insurers, affiliates, successors, and assigns (the “Releasees”), and **to release the Releasees from any and all liability** for any loss, damage, expense, injury, or death that you, your next of kin, or any third party may suffer, arising from, directly or indirectly, or in any way connected with:
 - your use, rental, listing, provision, or operation of equipment;
 - your participation in any activity made possible by equipment rented through the platform; or
 - the use of equipment by any minor or other individual permitted to use the equipment by a Renter.
2. This release applies **to any cause whatsoever**, including but not limited to:
 - negligence (including failure to safeguard, protect, or warn of risks, dangers, or hazards);
 - gross negligence (to the extent not prohibited by law);
 - breach of contract;
 - breach of statutory or other duty of care (including under the *Occupiers Liability Act* or similar legislation); or
 - any other act, omission, or legal theory.
3. This release applies even where injury, death, or damage is alleged to have been caused **in whole or in part by the acts, omissions, or negligence of the Releasees.**
4. This release extends to and includes **claims brought by or on behalf of minors** or other individuals permitted by a Renter to use the equipment.
5. This release is binding on your heirs, executors, administrators, successors, and assigns.

4. Responsibilities

Renters agree to:

- Use equipment only for its lawful and intended purpose, strictly in accordance with manufacturer instructions, safety guidelines, and all applicable laws, permits, and licensing requirements.
- Ensure all operators are competent, legally qualified, licensed where required, and not under the influence of alcohol, drugs, medication, fatigue, or any other condition that may impair judgment.
- Operate the equipment safely, responsibly, and not in a reckless, abusive, or negligent manner.
- Inspect the equipment before use, and immediately stop use and notify the Owner if the equipment appears unsafe or defective.
- Return equipment in substantially the same condition received (ordinary wear and tear excepted), fueled, cleaned, and in compliance with the agreed rental terms.
- Remain fully responsible for any loss, theft, damage, fines, penalties, towing, recovery, or other costs incurred during the rental, unless expressly covered by optional protection or insurance purchased through the platform.
- Secure and return equipment in the event of breakdown or malfunction, regardless of cause. Determination of fault (defect, wear, misuse) will be made after return.
- **Accept full responsibility for the conduct, safety, and compliance of any person (including minors) whom you permit to use the equipment,** and ensure such use complies with all laws, licensing, and safety requirements.

Owners agree to:

- Provide equipment that is safe, functional, and maintained in accordance with manufacturer standards and all applicable laws, regulations, and licensing requirements.
- Accurately describe the equipment, disclose any known defects, and not conceal material facts that could affect safety or use.
- Maintain valid ownership rights and the lawful authority to rent out the equipment, free from third-party claims or encumbrances.
- Ensure the equipment is insured as required by law (if applicable), and clearly state to Renters when additional permits, licensing, or insurance are required.

5. Indemnity

- **Renters** agree to fully indemnify, defend, and hold harmless Owners and StompGear (including their directors, officers, employees, agents, contractors, insurers, successors, and assigns) from and against any and all claims, demands, actions, damages, losses, liabilities, fines, penalties, judgments, settlements, and expenses (including full legal fees on a solicitor-and-client basis) arising from or related to:
 - their use, operation, possession, transport, storage, or return of the equipment;
 - their breach of this Agreement, the Terms of Service, or applicable law;
 - their acts or omissions that cause harm to persons, property, or the environment;
or
 - the use of the equipment by any minor or other person permitted to use the equipment by the Renter.
- **Owners** agree to fully indemnify, defend, and hold harmless Renters and StompGear (including their directors, officers, employees, agents, contractors, insurers, successors, and assigns) from and against any and all claims, demands, actions, damages, losses, liabilities, fines, penalties, judgments, settlements, and expenses (including full legal fees on a solicitor-and-client basis) arising from or related to:
 - equipment that is unsafe, defective, improperly maintained, or misrepresented;
 - their breach of this Agreement, the Terms of Service, or applicable law; or
 - their acts or omissions that cause harm to persons, property, or the environment.
- **General Indemnity:** Both Owners and Renters agree to indemnify, defend, and hold harmless StompGear from and against any third-party claims, demands, or proceedings in any way connected with their use of the platform or equipment, including but not limited to claims brought by or on behalf of minors or other individuals permitted by a Renter to use the equipment, regardless of cause, even if arising in part from the negligence or alleged fault of StompGear.
- This indemnity is **binding on heirs, executors, administrators, successors, and assigns**, and **survives termination** of your account, the rental, or this Agreement.

6. Insurance and Protection

- This Agreement is **not an insurance contract** and does not provide any insurance coverage of any kind. StompGear is not an insurer and does not act as an insurance broker, underwriter, or guarantor.
- **Owners and Renters are solely responsible** for ensuring they have adequate insurance coverage for their own needs, which may include liability, property, casualty, theft, health, accident, disability, life, or business interruption insurance.
- Where applicable law requires insurance (including but not limited to motor vehicles, trailers, watercraft, or drones), it is the sole responsibility of the Owner and/or Renter to obtain and maintain such coverage.
- StompGear may offer optional **Protection Plans**, which provide limited discretionary coverage only as described in the separate StompGear Protection Plan terms and conditions. Any Protection Plan is not insurance and may include deductibles, exclusions, and limitations.
- If a Renter declines optional coverage, or if coverage does not apply, the Renter remains **fully responsible** for all loss, theft, damage, liability, fines, and costs.
- If an Owner lists equipment without adequate insurance as required by law, the Owner remains **fully responsible** for all resulting loss, claims, or penalties, and agrees to indemnify StompGear and Renters against such consequences.
- **Minors and Third Parties:** Any insurance or protection plan provided through StompGear does not replace or extend a Renter's responsibility for minors or other individuals they permit to use the equipment. The account-holding Renter remains fully liable for all loss, damage, or claims arising from such use.

7. Additional Acknowledgments

- **Fitness and Capacity:** Renters confirm that they are at least 19 years of age (or the applicable age of majority in their jurisdiction), are in sound physical and mental condition, are not suffering from any condition that could impair their safe use of the equipment, and are able to make informed, responsible decisions regarding their participation in activities.
- **Use by Minors:** If a Renter permits a minor (under 19 in British Columbia, or the applicable age of majority elsewhere) or any other individual to use the equipment, the

Renter:

- accepts and assumes all risks, dangers, and hazards associated with that person's use;
 - confirms that they have the legal authority to accept such risks on behalf of the minor or other individual;
 - agrees that this Agreement applies fully to the minor's or individual's use as if they were bound by its terms; and
 - agrees to defend, indemnify, and hold harmless StompGear and the Owner from any and all claims arising from or connected to that use, including claims made by or on behalf of the minor or other individual.
- **Personal Responsibility:** Renters acknowledge that if they or any permitted user do not completely understand the safe use of the equipment, or the risks involved, it is solely their responsibility to obtain such knowledge before use or to refrain from use. StompGear has no duty or obligation to provide training, instruction, maintenance advice, medical assistance, or emergency response.
 - **Binding Effect:** This Agreement shall be effective and binding upon the parties, their heirs, next of kin, executors, administrators, successors, and assigns.
 - **No Reliance:** Users confirm that in entering this Agreement, they are not relying upon any oral or written statements, descriptions, representations, advertising, promotional materials, or assurances made by StompGear, its representatives, or any third party, except as expressly set out in this Agreement.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Any dispute, claim, or legal proceeding arising out of or connected with this Agreement, the use of the StompGear platform, or the rental or use of equipment shall be brought **exclusively in the courts of British Columbia**, and the parties irrevocably attorn to the jurisdiction of those courts.

9. Severability and Entire Agreement

- If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.
- This Agreement, together with the StompGear Terms of Service and any applicable Protection Plan terms, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior understandings, agreements, negotiations, representations, or communications, whether written or oral.
- No amendment, modification, or waiver of this Agreement shall be binding unless made in writing and posted by StompGear.

Effective date of this agreement is